

TERMS AND CONDITIONS OF PURCHASE

1. Definitions

In these Terms and Conditions of purchase of Goods and/or Services from the Company to the Supplier, the defined terms shall have the meaning given to them in the Purchase Order. In the absence of a Purchase Order or use of a defined term in the Purchase Order, these Terms and Conditions shall be interpreted using the following defined terms:

"Agreement" shall mean together the Purchase Order (including any schedules to it) and the Terms and Conditions (or in the absence of a Purchase Order, these Terms and Conditions alone);

"Levolux Product" means any product which incorporates any Goods supplied under this Agreement and is sold by the Company to its customers;

"Anti-slavery Policy" means any Company policy from time to time relating to the prevention of slavery, Human Trafficking, servitude or forced or compulsory labour and notified to the Supplier;

"Business Day" means Monday to Friday (inclusive) excluding public holidays in England;

"Commencement Date" means subject to clause 4.1, the date identified as such in the Purchase Order or otherwise the date on which the supplier commences the performance of his obligations under this Agreement;

"Company" shall mean Levolux Limited, whose registered office is Forward Drive, Harrow, Middlesex, HA3 8NT (company registration number 01834176);

"Delivery Address" shall mean the delivery address to which the Goods are to be delivered or the premises where the Services are to be performed;

"Delivery Date" shall mean the date when the Goods are to be delivered or the Services are to be provided as set out in the Purchase Order or as otherwise agreed between the parties;

"Delivery Instructions" are the instructions provided in a Purchase Order or where a Purchase Order is not used, as otherwise agreed in writing;

"Force Majeure Event" means an event which is beyond the reasonable control of the affected party and includes (insofar as it is beyond such control) strikes, lock outs, work stoppages, slow downs or any other industrial or labour dispute (excluding, in all cases, by the employees of the Supplier or its sub contractors or suppliers), acts of God, fire, flood, storm, earthquake, war, riot, civil commotion, nuclear, chemical or biological contamination, explosion or malicious damage;

"Goods" shall mean any goods supplied or to be supplied to the Company by the Supplier and as may be more particularly described in a Purchase Order or otherwise as agreed in writing between the Parties;

"Good Industry Practice" means the exercise of the highest degree of skill, care, prudence, efficiency, foresight and timeliness which would reasonably be expected from a person highly skilled and experienced in providing goods and services and carrying out obligations similar to those set out in this Agreement;

"Human Trafficking" means the act of recruiting, transporting, transferring, harbouring or receiving a person through any coercive means (such as threat, use of force, deception or abuse) for the purpose of exploitation;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights in any items including without limit drawings, materials, equipment, tools, dies, moulds or technical data, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"MSA" means the Modern Slavery Act 2015;

"Order" means an order for Goods and Services made by the Company and to be fulfilled by the Supplier in accordance with this Agreement;

"Performance Date" shall mean the date by which the Services are to be performed;

"Price" shall mean the price of the Goods and/or Services which shall be inclusive of value added and other taxes and all other items lists at clause 5.2 of these Terms and Conditions;

"Purchase Order" means the document referred to as "purchase order" in a form provided by the Company (or any other similar document) which sets out the commercial terms agreed by the parties relating to the purchase of Goods and/or Services by the Company from the Supplier;

"Purchase Order Number" means the reference (usually stated in the Purchase Order) used to identify the commercial terms agreed by the parties (written or otherwise) in respect of the purchase of the Goods and/or Services by the Company;

"Regulations" means the Acquired Rights Directive (European Council Directive 77/187/EEC), any other law of any jurisdiction which implements the Acquired Rights Directive and any other law of any jurisdiction which has the same or similar effect as the Acquired Rights Directive or otherwise relating to the safeguarding of employees' rights in the event of transfer of undertakings and/or businesses or parts of undertakings and/or businesses or the automatic transfer of employment or employment-related liabilities and any collective bargaining agreement in any jurisdiction regulating the mandatory transfer of employees;

"Sample" shall mean a sample provided by the Supplier to the Company pursuant to clause 10.1 and/or provided by the Supplier prior to the Commencement Date for testing in accordance with clause 10;

"Services" shall mean any services supplied or to be supplied to the Company by the Supplier and as may be and as may be more particularly described in a Purchase Order or otherwise as agreed in writing between the Parties;

"Special Terms" or **"Special Conditions"** shall mean any terms and conditions agreed in writing by the parties to apply in addition to, or in substitution of the Terms and Conditions and as may be more particularly described in a Purchase Order or otherwise as agreed in writing between the Parties;

"Supplier" shall mean the person, firm or company whom is supplying (or who has been requested to supply) the Goods and/or Services to the Company and as may be identified in a Purchase Order;

"Term" has the meaning set out in clause 3.1; and

"Terms and Conditions" shall mean the standard terms and conditions of purchase set out herein.

2. Application of the Terms and Conditions

2.1 All Goods and/or Services supplied by the Supplier under this Agreement are supplied in accordance with this Agreement. The Terms

and Conditions exclude any other terms and conditions which the Supplier may seek to impose whether or not in the Supplier's standard conditions or in any offer, acceptance or counter offer, tender, quotation, confirmation of order, advice note, delivery note, invoice, acknowledgement, letter or any similar document issued or sent by the Supplier, and delivery of the Goods or the performance of the Services or any other conduct by the Supplier pursuant to this Agreement shall be deemed to be unqualified acceptance by the Supplier of these Terms and Conditions.

2.2 Where Special Conditions are agreed between the Parties, then in the event of any conflict, or apparent conflict, between the Special Conditions and these Terms and Conditions, the Special Conditions shall prevail.

3. Term of Appointment

3.1 This Agreement shall come into force on the Commencement Date and shall continue in force and apply to all Orders until Goods have been delivered and/or the Services provided (as appropriate) or until earlier termination of this Agreement in accordance with clauses 6, 17, or otherwise in accordance with law ("**Term**").

3.2 Unless otherwise agreed in the Purchase Order, the Company engages the Supplier on a non-exclusive basis.

4. Quotations and Formation

4.1 All quotations are estimates only and a Purchase Order shall be deemed to be an offer and shall only be accepted by the Company following receipt of a completed Purchase Order signed by the Supplier, and the Company, at which point the Supplier's offer will have been accepted by the Company.

4.2 The Supplier may only cancel an order (other than in accordance with this Agreement or where it has the right to do so at law) with the prior written consent of the Company and on terms that the Supplier shall indemnify the Company in full against all losses (including loss of profit), costs, damages, charges and expenses incurred (directly or indirectly) by the Company as a result of such cancellation or variation.

4.3 The Company may vary or cancel the Agreement in whole or in part by giving notice to the Supplier whereupon the Supplier shall discontinue all work on the Contract (or, as the case may be, the relevant part) and the Company shall only pay to the Supplier such proportion of the Price as may be fair and reasonable having regard to the value of the work done. For the avoidance of doubt, this shall not include any payment for anticipated profits or consequential loss.

5. Prices

5.1 The price for the Goods and/or Services shall be the Price set out in the Purchase Order or as otherwise agreed between the Parties which shall be fixed and cannot be increased.

5.2 The Price (unless otherwise stated) shall be exhaustive and includes (without limit) all value added and other taxes, all packaging, freight, off-loading, carriage, insurance, delivery charges, the supply to the Company of all necessary drawings, operating instructions, maintenance manuals, mill certification, fabrication reports and the like at times and in numbers of copies specified.

6. Supplier Obligations

6.1 The Supplier shall:

6.1.1 provide the Goods and Services with all due care, skill and diligence and in accordance with Good Industry Practice;

6.1.2 provide the Services so as to meet or exceed any service levels set out in a Purchase Order or agreed in writing between the parties or in the event of no such agreement as set out in any supplier's supporting documents or advertising materials;

6.1.3 ensure that all personnel involved in delivery of the Goods and performance of the Services carry out their roles in an orderly manner (having regard to the nature of the duties being performed by them), that such personnel are at all times polite and respectful to the Company, its employees and other suppliers and customers and to members of the public and that they carry out their duties in such a way as to cause no unreasonable or unnecessary disruption to the business and reputation of the Company;

6.1.4 respond promptly to any requests made by the Company in connection with the provisions of this Agreement; and

6.1.5 prepare such reports and provide such information in relation to the Services as the Company may reasonably require.

6.2 The Supplier shall have no authority and shall not hold itself out as having authority to bind the Company or incur expenditure on behalf of the Company unless they are specifically authorised to do so by the Company in writing.

7. Packing/Labeling

The Supplier shall ensure (at its own cost) that:

7.1 All Goods and/or Services must be properly packaged to survive transit to the Delivery Address as stated on the Purchase Order in perfect condition, and all packaging must be constructed as to resist pilferage, distortion, corrosion or contamination. All Goods and/or Services shall be clearly labelled and addressed.

7.2 All chemical containers are to be hazard labelled in accordance with current legislation.

7.3 If the Supplier requires the Company to return any packaging materials, that fact must be clearly stated on the delivery note accompanying the relevant delivery, and any such returns shall be at the Supplier's expense.

8. Payment

8.1 The Supplier may invoice the Company for the Goods and/or Services at any time after delivery of the Goods and/or performance of the Services. Invoices must show the Purchase Order Number. Where the Supplier is registered for VAT it shall issue an appropriate tax invoice.

8.2 The Company shall pay for the Goods and/or Services within sixty (60) days from the end of the month in which a valid invoice is received from the Supplier.

8.3 Time for payment of the Price shall not be of the essence of the Agreement. The Company reserves the right to set off any payment due from the Supplier to the Company against any payment due from the Company to the Supplier whether under the Agreement or otherwise.

9. Delivery

9.1 Except as agreed otherwise, the Goods and/or Services will be provided as stated in the Purchase Order. The Supplier shall arrange for carriage of the Goods and will deliver the Goods to the Delivery Address (the carrier being deemed to be the Supplier's agent) not later than the Delivery Date and in accordance with the Delivery Instructions and/or will perform the Services by the Performance Date.

9.2 The Supplier shall notify the Company of any anticipated delay in delivery of the Goods and/or performance of the Services. If the Company

so requests, delivery of the Goods and/or performance of the Services shall be provided in instalments on dates specified by the Company.

9.3 Time shall be of the essence in the delivery of the Goods and performance of the Services. The Supplier recognises that failure to meet Delivery Dates may cause the Company to suffer consequential loss, such as inability on the part of the Company to meet other contractual commitments, and agrees to pay liquidated damages in respect of such delays as agreed between the parties or as set out in the Purchase Order. Such failure shall also entitle the Company to exercise its rights under clauses 15 and 17.

9.4 The Supplier shall ensure that each delivery of Goods is accompanied by a delivery note showing the Purchase Order Number, the date of the Order, the type and quantity of Goods included in the Order, and, in the case of an Order being delivered by instalments in accordance with clause 9.2, the outstanding balance of Goods remaining to be delivered.

9.5 The parties agree that a receiving signature of a delivery or receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of Goods delivered.

9.6 The Goods shall only be delivered once the Supplier has ensured that a duly authorised representative of the Company signs a delivery note (which shall quote the Company's Purchase Order Number and full details of the Goods supplied) to confirm delivery of the Goods.

9.7 If, for any reason, the Company is unable to take delivery of the Goods on or after the Delivery Date the Supplier shall, at its expense, store or arrange for the storage of the Goods for a reasonable time and shall safeguard the Goods and take all reasonable steps to prevent their deterioration until their actual delivery.

9.8 The Company may at its sole option reject Goods which are not correctly packaged or in respect of which the delivery note does not include the requested information. The Supplier shall off-load the Goods as directed by the Company.

10. Testing, Acceptance and Defective products

10.1 Where not provided by the Supplier prior to the Commencement Date, the Company may request a Sample and the Supplier shall develop and provide a Sample of the Goods to the Company for testing.

10.2 If, pursuant to clause 10.1 above, the Company requests the provision of a Sample, the Supplier will deliver the Sample to the Company at the Company's expense and to a location to be agreed between the parties.

10.3 The Company may carry out such tests upon the Sample as it, in its sole discretion, sees fit.

10.4 Whether or not the Sample (or any of them) is considered to pass the tests described in 10.3 is at the sole discretion of the Company.

10.5 If the Sample does not pass the tests described in 10.3, the Supplier shall promptly at its own expense (without prejudice to its other rights and remedies under this Agreement) provide such replacement items and such additional resources so as to remedy any Sample defects as soon as reasonably practicable with a view to the Sample passing repeat tests or, at the Company's option, replace the Sample with an alternative Sample.

10.6 Any replacement Sample (or replacement parts of Samples) which are supplied pursuant to clause 10.5 shall be subject to the terms of this clause 10.

10.7 Where the Company considers, pursuant to clause 10.4, a Sample has passed the tests, the Supplier warrants that all Goods will conform with the Sample.

10.8 Where, following successful testing of a Sample, an Order is placed pursuant to the terms of this Agreement but practical use of the Goods fail to conform to the standard as reasonably expected following successful testing of the Sample, the Company may elect to submit any of the Goods (or all of them) to further testing whereupon the Goods (or any part of them) will be subject to the provisions of clause 10.5 and the Supplier shall use its best endeavours to reveal the reasons for such failure.

10.9 Notwithstanding any testing pursuant to clauses 10.1-10.8 above, the Company shall not be deemed to have accepted any Goods until the Company has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.

10.10 If any Goods delivered to the Company do not comply with this Agreement or conform with any Sample, then, without prejudice to any other right or remedy that the Company may have (including pursuant to clause 10.12 and those available at law), then the Company may reject those Goods and:

10.10.1 require the Supplier to collect, repair or replace the rejected Goods at the Supplier's risk and expense within 5 Business Days of being requested to do so;

10.10.2 require the Supplier to repay the Price of the rejected Goods in full (whether or not the Company have previously required the Supplier to repair or replace the rejected Goods);

10.10.3 claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Goods that are not in conformity with the Agreement including but not limited to: labour costs (for example in handling the Goods or extracting the Goods from an Levolux Product); re-testing costs; or re-mixing costs.

10.11 The terms of the Agreement shall apply to any repaired or replacement Goods supplied by the Supplier.

10.12 If the Supplier fails to promptly repair or replace rejected Goods in accordance with clause 10.10.1, the Company may, without affecting its rights under clause 10.10.3, obtain substitute goods from a third party supplier, or have the rejected Goods repaired by a third party, and the Supplier shall reimburse the Company for the costs incurred in doing so.

10.13 The Supplier shall on demand provide to the Company:

10.13.1 any certification of quality in respect of the Goods as the Company may request. The Supplier shall maintain in force at all times such certificates in relation to the Goods; and

10.13.2 a letter of conformity to confirm that each Order complies with any previous Sample which has been provided to the Company.

11. Documentation

11.1 All correspondence must quote the Company's Purchase Order Number.

11.2 Receipt of all Purchase Orders must be acknowledged in writing to the Company's purchasing department.

11.3 Invoices must be sent to the Company's purchasing department.

11.4 Advice and despatch notes must be sent to the Company's goods inwards department.

11.5 Statements of account balances must be sent to the Company's accounts department.

11.6 All invoices and statements must show separately the VAT rate and the amount of VAT charged and the supplier's VAT registration number.

12. Quality

12.1 The Supplier acknowledges and agrees that the Company is relying on the Supplier's skill and judgement in relation to the provision of the Goods and/or Services.

12.2 In addition to the rights of the Company under any warranty or guarantee given by the Supplier in respect of the Goods and/or Services and without prejudice to any other clauses including terms implied in favour of the Company, the Supplier warrants, represents and undertakes to the Company that:

12.2.1 it has the right to sell the Goods; that the Company shall at all times be entitled to use the Goods free from interference by the Supplier or a third party; and that the Goods are free from any charge, lien or other encumbrance;

12.2.2 all Goods shall: conform in all respects with the quantities, description, drawings, specifications, standards and stipulations contained in or annexed to the Purchase Order and any literature issued in connection with the Goods and will conform with Samples approved by the Company in accordance with clause 10; be new; be of a quality as would be expected from a Supplier acting in accordance with Good Industry Practice; be fit for the purpose indicated or to be reasonably inferred or as may be made known by the Company to the Supplier prior to the Contract being entered into; be provided along with all technical data, instructions for use, manuals and other documentation necessary for the proper use of the Goods; and be so designed and manufactured as to be safe and without risk to health or property when properly used;

12.2.3 the Services shall be carried out to conform in all respects with all descriptions, specifications, or other requirements in or referred to in the Purchase Order or any literature issued in connection with the Services;

12.2.4 in performing its obligations under the Agreement, the Supplier shall and shall ensure that each of its subcontractors shall comply with all applicable laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015. The Supplier further warrants that it shall provide all reasonable assistance to the Company to enable the Company to comply with its obligations under the Modern Slavery Act 2015; and

12.2.5 the Goods and Services shall conform to all relevant UK and European laws all labour, safety and other relevant laws, bylaws, regulations, orders, directions, standards, specifications codes of practice or requirements of any statutory, public, local or other competent authority applicable and incidental to the Goods and/or Services; and be in accordance with best practice and pass such inspections and tests as may be required by the Company.

12.3 The Company has placed the Purchase Order relying upon the skill and expertise of the Supplier and any statements and representations made by him, his representatives, employees and agents.

12.4 If any of the Goods fail to comply with the provisions in this clause 9 then without prejudice to any other rights or remedies of the Company the Company shall be entitled to exercise its rights under clause 15.

12.5 The Supplier consents to the Company transferring any guarantee or similar rights given by the Supplier to the Company in relation to Goods and/or Services supplied to any third party to whom the Company sells, hires or disposes of such Goods and/or the benefit of such Services intent that such guarantee or similar right may be enforced against the Supplier not only by the Company but also by any third party claiming through the Company.

13. Company Tooling and Free Issue Materials

13.1 The Supplier acknowledges and agrees that any:

13.1.1 tooling, dies, jigs or any other equipment provided by the Company to the Supplier or designed, manufactured or otherwise used by the Company in connection with the Agreement ("**Tooling**"); and

13.1.2 any goods, components, materials or other items issued to the Supplier by or on behalf of the Company for use in connection with the Agreement ("**Free Issue Materials**"), will remain the exclusive property of the Company at all times and the Supplier will not obtain any right or interest in such Tooling or Free Issue Materials as a result of or in connection with the Agreement.

13.2 Risk of damage to or loss of the Tooling or the Free Issue Materials shall pass to the Supplier on delivery to the Supplier.

13.3 Notwithstanding Clause 13.1, the Supplier agrees:

13.3.1 the Tooling shall be kept confidential and shall be used solely in connection with the Agreement and not for any other purpose whatsoever;

13.3.2 the Tooling shall comply with any and all applicable statutory and regulatory requirements relating to its manufacture, use, storage, servicing, maintenance and disposal;

13.3.3 samples from the Tooling must be supplied to the Company accompanied by such sample report as may be specified by the Company from time to time;

13.3.4 title to the Tooling and the Free Issue Materials shall at no point pass to the Supplier;

13.3.5 to hold such Tooling and Free Issue Materials on a fiduciary basis as the Company's bailee;

13.3.6 not to pledge or in any way charge by way of security, the Tooling or the Free Issue Materials;

13.3.7 to store the Tooling and the Free Issue Materials separately from all other equipment and goods held by the Supplier so that they remain readily identifiable as the Company's property;

13.3.8 not to remove, deface or obscure any identifying mark or packaging on or relating to the Tooling and the Free Issue Materials; and

13.3.9 to maintain and service the Tooling and the Free Issue Materials in good working order and use such Free Issue Materials and Tooling exclusively in connection with the Agreement.

13.4 Any Tooling and/or Free Issue Materials that are lost or damaged as a result of the Supplier's bad workmanship or negligence (in the Company's sole opinion) shall be replaced at the Supplier's expense. The Supplier agrees to keep all Tooling and Free Issue Materials insured on the Company's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Company.

13.5 If the Company, in its sole opinion, believes that repairs are required to the Tooling it may request the Supplier to carry out such repairs at the Supplier's cost. If, following receipt of a request pursuant to this clause 13, the Supplier fails to carry out the specified repairs within a reasonable period of time (in the Company's sole opinion), the Company may carry out or instruct a third party to carry out such repairs and shall invoice the Supplier for any related costs and expenses.

13.6 Upon termination of the Agreement (howsoever arising) and/or at any other time at the Company's request, the Supplier shall immediately deliver the Tooling and the Free Issue Materials to the Company and, if the Supplier fails to do so, the Company shall be entitled (at the Supplier's expense) to enter upon the Supplier's premises or those premises of a third party to recover the Free Issue Materials and/or Tooling.

14. Liability

14.1 Nothing in these Conditions shall exclude or limit the liability of the Company for fraudulent misrepresentation or death or personal injury caused by the Company's negligence.

14.2 Subject to clause 14.1, the Company's aggregate liability under or in relation to these Terms shall be limited to the Price

14.3 Without prejudice to the Company's rights under any condition, warranty or other term implied herein by statute or by common law or under any term of the Agreement, the Supplier shall be liable to the Company for and fully indemnify and keep the Company fully indemnified against all liabilities, claims, actions, demands, expenses, costs (on a full indemnity basis) proceedings, losses (including without limit consequential loss) or damage suffered or incurred by the Company which:

14.3.1 are caused by breach of any warranty given by the Supplier to the Company in relation to the Goods and/or Services including without limit under clauses 12 and 18;

14.3.2 are caused by, relates to or arises from the Goods and/or Services or any defects therein;

14.3.3 are incurred by the Company under contracts entered into by the Company the performance of which has been delayed or rendered impossible by the Supplier's breach of its obligations hereunder; or

14.3.4 arise directly or indirectly out of any breach by the Supplier of the Agreement;

14.3.5 and any sums expended by the Company so caused or arising shall be reimbursed to the Company by the Supplier on demand.

14.4 The Supplier shall effect and maintain at all times during the continuance of the Agreement policies of insurance to provide a level of cover sufficient for all risks which may be incurred in relation to any public and product liability claims and all other Supplier's obligations under the Agreement, and as a minimum unless otherwise agreed between the parties, shall be no less than £20million in respect of each public and product liability. The Supplier shall make the policy and premium receipts available for inspection by the Company at any time. Any such insurance policy shall be transferable to the Company so as to allow the Company to take benefit.

14.5 The Supplier shall indemnify and keep indemnified the Company, its officers and employees on demand against:

14.5.1 any liability, assessment or claim for taxation or for statutory deductions where such liability, assessment or claim arises or is made in connection with the supply of Goods and/or Services by the Supplier or any other persons engaged or employed in the provision of the Goods in respect of any person who transfers to the Company by virtue of the Regulations. To the extent that the Company incurs any such liability to tax and/or social security contributions in respect of any payment under this indemnity, the Supplier shall pay such additional amounts to the Company as are required so that the net amount received and retained by the Company (after tax and/or social security contributions) is equal to the full amount which would have been received and retained had no such liability to tax and/or social security contributions been incurred (provided that the Company may not recover secondary class 1 and class 1A national insurance contributions to the extent that recovery of the same is prohibited by law);

14.5.2 all losses, damages, liabilities, penalties, fines and expenses (including, without limitation, legal expenses) incurred or suffered by the Company arising out of the Supplier's failure to comply with all applicable laws;

14.5.3 all reasonable costs and expenses and any penalty, fine, surcharge or interest accrued or payable by the Company in connection with or in consequence of any liability, assessment or claim under clauses 14.5.1 and 14.5.2;

14.5.4 all costs of the Company and the Company's customer's in relation to a product recall of either the Goods or Levolux products to the extent related to the Goods;

14.5.5 any loss or damage to property or premises of the Company arising from or in relation to provision of the Services; and

14.5.6 any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the delivery (or non-delivery) of Goods and/or provision of (or failure to provide) the Services, improper or inappropriate storage, unloading or transportation of the Goods, failure by the Supplier to provide accurate specifications, or, as a consequence of a breach or negligent performance or failure or delay in performance of this Agreement by the Supplier.

14.6 The Company may at its option satisfy any such indemnity (in whole or in part) by way of set-off or deduction from payments to be made by the Company under this Agreement or any other agreement between the Supplier and the Company.

15. Remedies

15.1 Without prejudice to any other right to remedy which the Company may have, if any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Agreement, the Company shall be entitled (whether or not any part of the Goods and/or Services have been accepted by the Company) at its sole discretion to:

15.1.1 rescind the Purchase Order;

15.1.2 reject the Goods and/or Services (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods and/or Services so returned shall be paid forthwith by the Supplier;

15.1.3 at the Supplier's expense either (at the Company's sole discretion) give the Supplier the opportunity to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Agreement is fulfilled;

15.1.4 where the Goods are a component part of an Levolux Product, require that the Supplier undertake such remedial works at the Supplier's expense so as to remedy any defect caused to the Levolux Product by the Supplier's failure to comply with this Agreement;

15.1.5 refuse to accept any further deliveries of the Goods but without any liability to the Supplier;

15.1.6 carry out at the Supplier's expense any work necessary to make the Goods comply with the Agreement; and

15.1.7 claim such losses (including, but not limited to, consequential loss), costs, damages, charges and expenses as incurred by the Company as a result of the Supplier's breaches of the Agreement.

16. Passing of Property and Risk

16.1 Risk of damage to or loss of the Goods shall pass to the Company at the time of completion of delivery to the Company in accordance with the Delivery Instructions and Section 33 of the Sale of Goods Act 1979 shall not apply.

16.2 Unless otherwise agreed (and without prejudice to any right of rejection which may accrue to the Company), title to the Goods shall pass to the Company on the earlier of payment for the Goods or delivery of the Goods in accordance with the Delivery Instructions. If delivery of the Goods is postponed for any reason then title but not risk in the Goods shall

pass to the Company at the date when, but for such postponement, the Goods would have been delivered.

17. Termination

17.1 The Company shall be entitled to terminate this Agreement at any time by giving written notice to the Supplier. If the Company exercises the right under this clause 17.1 of cancellation it shall be bound to pay to the Supplier a reasonable sum commensurate with the Goods properly delivered and/or the Services properly performed by the Supplier but shall otherwise not incur any liability as a result of such termination.

17.2 Without prejudice to any of its other rights, the Company may immediately terminate the Agreement at no cost forthwith by notice in writing to the Supplier if any of the following occurs or is likely to occur: the Supplier is or becomes bankrupt or insolvent or the Supplier suffers a distress or execution or other legal process to be levied or enforced or sued upon or against any part of the property, assets or revenue of the Supplier which is not discharged or stayed within 7 days or the Supplier ceases or threatens to cease to carry on business or compound with his creditors or, being a corporation, commence to be wound up, not being a member's voluntary winding up for the purpose of reconstruction or amalgamation; the Supplier is in material breach of this Agreement. In such circumstances, the Supplier must notify the Company in writing without delay if any of the aforementioned events occurs, setting out the details of each.

17.3 By the Termination Date, the Supplier shall ensure that:

17.3.1 all Goods shall remain vested absolutely in the Company;

17.3.2 all rights in respect of work done and services rendered and the products thereof prior to the Termination Date shall remain vested absolutely in the Company;

17.3.3 it provides such assistance to the Company as the Company may require so as to enable an efficient transition of service delivery to a replacement provider; and

17.3.4 it immediately delivers up to the Company all records, documents, accounts, letters and papers of every description (whether originals or copies and whether on paper, computer memory or otherwise) within their possession or control relating to the business or the affairs of the Company and any other property belonging to the Company.

18. Force Majeure

18.1 If a party is prevented, hindered or delayed from or in performing any of its obligations under the Agreement by a Force Majeure Event then the requirement to comply with its obligations will be suspended for as long as, and to the extent that, performance is prevented, hindered or delayed by that event. If the suspension continues for more than thirty (30) days the Company may terminate the Agreement immediately by giving written notice to the Supplier.

19. Intellectual Property

19.1 This Agreement shall not operate to assign to the Supplier any right, title or interest in any of the Company's Intellectual Property Rights and any such Intellectual Property Rights which are required for the Supplier to provide the Goods and/or Services shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition. The Supplier shall not dispose of or use such items other than in accordance with the Company's written instructions and shall return them to the Company once the Order has been fulfilled or cancelled.

19.2 This Agreement shall not operate to assign to the Company any right, title or interest in any of the Supplier's Intellectual Property Rights in existence prior to the Commencement Date.

19.3 All Intellectual Property Rights and any invention or discovery arising as a result of the Supplier's provision of Goods and/or Services developed specifically for this Agreement shall belong exclusively to the Company, which may take such steps to secure the protection of its rights as it considers appropriate. The Supplier shall at the request and expense of the Company (whether during the Term or after) carry out any acts required by the Company in order to assign the rights referred to in this clause 19.3 to, and secure them for, the Company. This obligation will survive the termination of this Agreement.

19.4 The Supplier hereby assigns to the Company, with full title guarantee, title to and all rights and interest in the Intellectual Property described in clause 19.3 or shall procure that the first owner of such rights assigns them to the Company on the same basis. Such assignment shall either take effect on the Commencement Date or as a present assignment of future rights that will take effect immediately on the coming into existence of such rights, as appropriate. The Supplier shall waive or procure a waiver of any moral rights in such rights assigned to the Company under this Agreement.

19.5 The Supplier hereby grants to the Company a world-wide, non-exclusive, royalty-free licence to use the Supplier's Intellectual Property Rights as the Company may require so as to benefit from the Services.

19.6 In the event of any claim being made or action brought or threatened against the Company in respect of infringement of Intellectual Property Rights of a third party as a result of ownership or use of the Goods, the Supplier shall (without prejudice to Condition 8(b)) fully indemnify and keep the Company fully indemnified from and against all costs, expenses, loss or damage incurred by the Company in respect of any such claim being made or such action being brought except where the Goods are manufactured to a design supplied by the Company and such claim or action is directly and exclusively referable to such design. The Supplier agrees to (without prejudice to clause 14.3) fully indemnify and keep the Company fully indemnified from and against all costs, expenses, loss or damage incurred by the Company in respect of any such claim being made or such action being brought and proceedings for and on account of infringement of any Intellectual Property Rights.

20. Anti-Bribery

20.1 The Supplier shall:

20.1.1 comply with all applicable laws relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("**Relevant Requirements**");

20.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

20.1.3 have and shall maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 20.1.2, and will enforce them where appropriate;

20.1.4 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received the Supplier in connection with the performance of this Agreement;

20.1.5 if requested during the Term, certify to the Company in writing signed by one of the Supplier's officers, compliance with this clause 20 by the Supplier and all persons associated with the Supplier under clause 20.2. The Supplier shall provide such supporting evidence of compliance as the Company may reasonably request.

20.2 The Supplier shall ensure that any person associated with the Supplier who is providing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 20. The Supplier shall be responsible for the observance and performance by such persons of such terms, and shall be directly liable to the Company for any breach by such persons of any of such terms.

20.3 Breach of this clause 20 shall be deemed to be an irremediable material breach.

20.4 For the purpose of this clause 20, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), and section 8 of that Act respectively. For the purposes of this clause 20 a person associated with the Supplier includes any of the Supplier's sub-contractors.

21. Modern Slavery and Human Trafficking

21.1 The Customer is committed to ensuring that all of its suppliers are in compliance with the terms and spirit of MSA. The Customer has a zero tolerance approach to breach of the terms or spirit of MSA in any form throughout its supply chain.

21.2 In performing its obligations under the Agreement, the Supplier shall and shall ensure that each of its direct and indirect subcontractors shall comply with:

21.2.1 the MSA;

21.2.2 any other legislation in any applicable jurisdiction wheresoever prohibiting Human Trafficking, slavery, servitude or forced or compulsory labour; and

21.2.3 the Anti-slavery Policy as amended and notified to the Supplier from time to time.

21.3 The Supplier represents and warrants that at the date of this agreement:

21.3.1 its responses to the Customer's slavery and human trafficking due diligence questionnaire are complete and accurate; and

21.3.2 neither the Supplier nor any of its officers, employees or contractors (i) has been convicted of any offence involving slavery, Human Trafficking, servitude and/or forced or compulsory labour in any jurisdiction; or (ii) is or has been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body in any jurisdiction regarding any offence or alleged offence of or in connection with slavery, Human Trafficking, servitude and/or forced or compulsory labour.

21.3.3 no member of the Supplier's supply chain relevant to the goods and services to be provided under this Agreement (i) has been convicted of any offence involving slavery, Human Trafficking, servitude and/or forced or compulsory labour in any jurisdiction; or (ii) is or, so far as the Supplier is aware having made reasonable enquiries, has been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body in any jurisdiction regarding any offence or alleged offence of or in connection with slavery, Human Trafficking, servitude and/or forced or compulsory labour.

21.4 The Supplier shall implement due diligence, audit and other practices and procedures for its own suppliers, direct and indirect subcontractors and other participants in its supply chains, to ensure that there is no slavery, Human Trafficking, servitude or forced or compulsory labour in the Supplier's supply chains.

21.5 The Supplier shall:

21.5.1 maintain a complete set of records to trace the supply chain of all goods and/or services provided to the Company in connection with this Agreement;

21.5.2 carry out appropriate due diligence prior to accepting any supplier or subcontractor into the Supplier's supply chain in respect of any goods and/or services provided to the Company in connection with this Agreement; and

21.5.3 implement annual supplier and subcontractor audits, either directly or through a third party auditor to monitor compliance with the Anti-slavery Policy.

21.6 The Supplier shall notify the Company as soon as it becomes aware of:

21.6.1 any breach, or potential breach, of the Anti-slavery Policy by it or any of its supply chain which has a connection with this Agreement; or

21.6.2 any actual or suspected slavery, Human Trafficking, servitude or forced or compulsory labour in a supply chain which has a connection with this Agreement.

21.7 In the event of a notification under clause 21.6 above the Supplier agrees to respond promptly to the Company's enquiries, co-operate with any investigation and allow the Company or its agent to audit books, records, and any other relevant documentation, or interview any known or suspected participants in Human Trafficking, slavery, servitude, or forced or compulsory labour. This obligation will continue after the termination or expiry of this Agreement.

21.8 The Supplier shall implement a system of training for its employees, suppliers and subcontractors to ensure compliance with the Anti-slavery Policy.

21.9 The Supplier shall keep a record of all training offered and completed by its employees, suppliers and subcontractors to ensure compliance with the Anti-slavery Policy and shall make a copy of the record available to the Company on request.

21.10 Breach of this clause 21 shall be deemed to be an irremediable material breach.

22. Assignment and Sub-contracting

The Supplier shall not be entitled to assign or sub-contract any of its rights or the obligations under the Agreement without the prior written consent of the Company. The Company may assign, licence or sub-contract all or any part of its rights or obligation under the Agreement without the Supplier's consent.

23. Confidentiality

The Supplier shall keep confidential and not use, without the prior written consent of the Company, all or any information including without limit that supplied by the Company to the Supplier or disclosed to or obtained by the Supplier pursuant to or as a result of the Agreement, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of the Supplier, or disclosure of the same is required by law or by any other governmental or other regulatory body.

24. General

24.1 This Agreement (which expression includes this Purchase Order, the Schedule(s) and the Terms and Conditions) contain the whole agreement between the Company and the Supplier. All other understandings, agreements, warranties, conditions, terms or representations, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law.

24.2 The failure to exercise or delay in exercising by the Company of a right or remedy provided by the Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

24.3 Subject to clause 20, the parties do not intend that a person who is not a party to this Agreement shall have any rights to enforce any term of this Agreement by virtue of the Agreements (Rights of Third Parties) Act 1999. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

24.4 Each party shall, at the request and cost of the other party, do or procure the doing of all such further acts and execute or procure the valid execution of all such other documents as may from time to time be reasonably necessary to give full effect to this Agreement.

24.5 Except where an express provision of the Agreement states to the contrary, each and every obligation of a party under the Agreement is to be performed at that party's cost.

24.6 Nothing in this Agreement is to be construed as establishing or implying any partnership or joint venture between the parties, or as appointing any party as the agent or employee of any other party.

24.7 If any provision of this Agreement is declared by a judicial or other competent authority to be wholly or partly void, voidable, illegal or otherwise unenforceable that provision shall be deemed to be severed from this Agreement and will not affect any other provisions of this Agreement, which will remain in full force and effect, and enforceable to fullest extent permitted by law. The parties will in good faith endeavour to agree to amend this Agreement to reflect as nearly as possible the spirit and intention behind the void, voidable, illegal or otherwise unenforceable provision but so that the amended provision complies with English law.

24.8 No variation of the provisions of this Agreement shall be valid unless in writing signed by one of the Company's directors and a duly authorised representative on behalf of the Supplier.

25. Law

The Agreement shall be governed and be construed in accordance with English Law and all disputes arising in relation to this Agreement shall be submitted to the exclusive jurisdiction of the English courts.

26. General Data Protection Regulation (GDPR)

The Customer shall ensure that its employees and other staff (including contractors and staff of the Customer's suppliers, service providers and agents) are aware of Alumas's Privacy Notices at www.alumasc.co.uk/privacy-policy and shall ensure that the Privacy Notice is read and understood by such employees and staff before their personal data is provided to Alumas.